Schedule 15 – ESMCP Mobile Services Agreement EE Trade Mark Conditions of Use

Version 1.0

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CHANGE HISTORY

Version No.	Effective Date of agreement / CAN	Version / Details of Changes included in Update	Author(s)
1.0	01/12/2024	Execution version	ESMCP

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EE TRADE MARK CONDITIONS OF USE

In accordance with Clause 16.19 of this Agreement, EEL permits the Authority to use the Supplier's Trade Marks in order to identify the Supplier as an authorised provider to the ESMCP, and the Authority agree to the following terms and Conditions for Use.

For the purpose of this Agreement, the "Supplier's Registered Trade Mark" means the EEL Logo as set below registered under UK trade mark number: and includes any modifications or amendments made to the mark or elements of it by EEL from time to time and the terms of this Schedule 15 (EE Trade Mark Conditions of Use) apply to the use of the Supplier's Registered Trade Mark by Authority.

"Affiliate" means a company commercially linked to EEL, such as, but not limited to: British Telecommunications plc, Openreach Limited, and Plusnet plc.



- 1. Authority warrants and undertakes that it shall only use the Supplier's Registered Trade Mark in accordance with these Conditions for Use in the manner set out below, or in accordance with any other instructions provided by the Supplier (or an Affiliate company) from time to time.
- 2. Not used.
- 3. Authority shall not, in its name or in the name of any subsidiary or affiliate company, use or register or attempt to register as a trade mark the Supplier's Registered Trade Mark or elements thereof, or anything which is likely to be confused with the Supplier's Registered Trade Mark.
- 4. Authority shall not assign the right to use or otherwise authorise any third parties to use Supplier's Registered Trade Mark other than pursuant to Clause 16.19 and this Schedule 15 (EE Trade Mark Conditions of Use).

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- 5.
- 6. Not used.
- 7. Authority shall only use the Supplier's Registered Trade Mark to indicate the Supplier as an authorised provider to the ESMCP; use of the Supplier's Registered Trade Mark must only be in a manner as set out in the artwork provided by the Supplier to the Authority in accordance with the EE Brand Guidelines as set out below at the end of this Schedule 15 (EE Trade Mark Conditions of Use) and that may be updated from time to time. Any proposed use of the Supplier's Registered Trade Mark in any printed or digital creative assets must be submitted for approval by EE Brand; the positioning and/or size of the Supplier's Registered Trade Mark when used in relation to any materials may only be modified with the prior written approval of ESN Comms Team (contact:
- 8. Authority shall not use the Supplier's Registered Trade Mark in such a manner as to mislead or misrepresent, or in a manner which has caused or is likely to cause damage to EE's goodwill and/or reputation or which has caused or is likely to cause damage to the distinctiveness or validity of the Supplier's Registered Trade Mark.
- 9. The rights to the Supplier's Registered Trade Mark (and the goodwill attaching to them) shall remain the absolute property of EEL and its Affiliates and Authority shall acquire no rights, title or interest in the Supplier's Registered Trade Mark (or goodwill attaching to them) other than those rights explicitly granted in this Agreement.
- 10. The Supplier shall have the right to terminate immediately the permission to use the Supplier's Registered Trade Mark by written notice to Authority in any of the following circumstances:
 - (i) Authority has committed a continuing breach of these Conditions of Use;
 - (ii) the Supplier is no longer an authorised provider to the ESMCP;
 - (iii) a Government or court action in the UK requires EEL or BT Plc, or the Authority to discontinue use of the Supplier's Registered Trade Mark or any element thereof;
 - (iii) in EE's sole opinion, Authority has used the Supplier's Registered Trade Mark in a manner which has caused or is likely to cause damage to the Supplier's goodwill and/or reputation or which has caused or is likely to cause damage to the distinctiveness or validity of the Supplier's Registered Trade Mark; or
 - (iv) Authority has used the Supplier's Registered Trade Mark in any manner or in relation to anything outside the terms of this Agreement.
- 11. Not used.

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12. These undertakings and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the Laws of England and Wales.

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EE Brand Guidelines

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